

GOVERNMENT ADVERTISING.

GOVERNMENT ADVERTISING.

COPY OF CONDITIONS OF CONTRACTS FOR—

- (1) ENGLAND AND WALES,
- (2) SCOTLAND, and
- (3) IRELAND.

Presented to Parliament by Command of His Majesty.



LONDON:
PUBLISHED BY HIS MAJESTY'S STATIONERY OFFICE.

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1920.

[Cmd. 669.]

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ENGLAND AND WALES.

CONDITIONS OF A CONTRACT

Entered into by the Controller of His Majesty's Stationery Office for an Agency for Government Advertising in various Newspapers and Periodicals published in the British Isles.

1. This contract shall commence on the 1st January, 1920, and, subject to the Conditions of the Contract hereafter set out, shall continue for one year, or till the 31st December, 1920, and thenceforth until determined by three calendar months' written notice. But the Controller of the Stationery Office and the Contractor shall respectively be entitled to terminate this Contract at any period after the 30th September, 1920, on giving three calendar months' written notice, provided always that the Contractor shall be bound, if called upon by the Controller to do so, to complete any advertising the order for which may have been given to him during the currency of the Contract on the terms provided by the Contract. In the event of the Contractor becoming Bankrupt, or having a Receiving Order or other Order under the Bankruptcy Acts made against him, or, in the case of a Company, of the passing of any resolution, or making of any Order for winding up, whether voluntary or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein-below specified, the Controller shall have power to terminate the Contract without previous notice.

2. No person who has been a Bankrupt, or who has made a declaration of inability to pay his debts, or entered into a composition or arrangement with his creditors within three years prior to the date of tendering, and no Company registered under the Companies Act which has been in liquidation, whether voluntary or otherwise, within the same period shall be qualified to undertake the Contract or to hold any share or interest therein.

3. The Contractor shall have, to the satisfaction of the Controller, convenient premises in London suitable for the execution of this Contract.

4. The Contractor shall accept for insertion, as required, advertisements forwarded to him by the various Departments which may be notified to him by the Controller from time to time, and shall give on request and without charge advice as to the best newspapers, &c., in which to advertise. The Contractor shall further provide, when required by the Controller for any Public Department, the services of an expert or experts in the art of display and copywriting of advertisements or of formulating and carrying out special publicity schemes. The charge for the services of such expert or experts shall be settled by agreement between the Controller and the Contractor in each case, and in default of agreement by the award of the Controller, subject to the right of appeal by the Contractor to the Lords Commissioners of His Majesty's Treasury, whose decision in such case shall be final. The Contractor shall observe all reasonable orders of the Controller in respect of placing the advertisements.

5. The Contractor shall take due care as regards the preparation of duplicate copies of the approved advertisement when such advertisement is required to be inserted in more than one paper, and to the best of his ability shall adopt such methods as will ensure that the orders shall be placed with the various publishers under the most favourable scales. The full benefit of any discount or other abatement of charge obtainable by the Contractor shall be given to the Controller.

6. In the event of advertisements being forwarded by Departments, for reasons of urgency or convenience, direct to the newspapers, &c., the publishers will be requested to furnish their accounts to the Contractor, who will be required, on receipt of a written authority, to pay the amount due, subject to any discount or other abatement of charge obtainable by the Contractor, and to include the net amounts of charge in his claims against the Controller.

7. The Contractor shall furnish, as required, to the various Departments concerned, specimen copies of the various newspapers, &c., in which their advertisements have appeared.

8. The Contractor shall furnish to the Controller, as required, the scale rates of any newspaper or periodical in which advertisements under this Contract appear and the discount or abatement allowed by the newspaper or periodical, and shall notify at once to the Controller any changes in such rates which may come to his notice.

9. The Contractor shall render his accounts in such form and vouched in such manner as may from time to time be prescribed by the Controller. Payment shall be made by order on the Paymaster-General so soon as the accounts have been examined and found correct.

10. Partial payments, to the extent of five-sixths of the value of the advertising effected within any month, shall, if demanded, be made to the Contractor by order on the Paymaster-General, within fourteen days of the presentation at the Stationery Office by the Contractor of his accounts for that month, duly vouched to the satisfaction of the Controller, provided such accounts, duly vouched, be delivered within the month following the period to which they relate. The balance shall be paid to the Contractor so soon as the necessary examination shall have been completed. In the event of the amount of any account as rendered by the Contractor proving on examination largely in excess of the amount to which he may be entitled under the Contract for the advertising charged in such account, the Controller shall have power to reduce or withhold future payments on account during the currency of the Contract.

11. The Contractor's accounts shall be accompanied by voucher copies of all the newspapers, &c., in which the advertisements have appeared, and shall be supported by the actual bills (duly receipted) rendered to the Contractor by the various publishers. Such bills shall show the net amounts paid by the Contractor to the publishers, after deduction of any discount or other abatement of charge obtained by the Contractor.

12. The Contractor's book, so far as they relate to the advertising required under the terms of this Contract, shall be produced whenever required for inspection by any officer authorised by the Controller.

13. The Contractor shall in the execution of this Contract observe and fulfil the obligations upon Contractors specified in the Resolution passed by the House of Commons on the 10th March, 1909, namely:—"The Contractor shall . . . pay " rates of wages and observe hours of labour not less favourable than those commonly " recognised by employers and trade societies (or, in the absence of such recognised " wages and hours, those which in practice prevail amongst good employers) in the " trade in the district where the work is carried out. Where there are no such wages " and hours recognised or prevailing in the district, those recognised or prevailing " in the nearest district in which the general industrial circumstances are similar " shall be adopted. Further, the conditions of employment generally accepted in the " district in the trade concerned shall be taken into account in considering how far " the terms of the Fair Wages Clauses are being observed. The Contractor shall be " prohibited from transferring or assigning, directly or indirectly, to any person or " persons whatever, any portion of his Contract without the written permission of the " Department. Sub-letting, other than that which may be customary in the trade " concerned, shall be prohibited. The Contractor shall be responsible for the " observance of the Fair Wages Clauses by the Sub-Contractor." In the event of any infringement of this condition, the Controller shall have power, at any stage of the work contracted for, to close the Contract without payment to the Contractor.

14. Should any question or questions arise as to the interpretation of this Contract, such question or questions shall be settled by the award of the Controller, subject to the right of appeal by the Contractor to the Lords Commissioners of His Majesty's Treasury, whose decision in such case shall be final.

15. The Controller does not bind himself to accept the lowest or any Tender.

16. No Member of the House of Commons shall be admitted to any part or share of this Contract, or to any benefit to arise therefrom.

TENDER.

We hereby agree to each and all of the foregoing Conditions, and undertake, should this Tender be accepted, to carry on the business of an Agent for Government Advertising in newspapers and periodicals conformably thereto; and, in respect of our services as Agent, to charge commission at the rates stated below on the net amount of the various bills for insertion, viz.:—

On the total net amount of the bills for advertising required in any one year:—

at the rate of per cent. on accounts, up to and including the sum of 90,000*l.*, and at the rate of per cent. commission on the amount in excess of 90,000*l.*

Name.

Address.

Date. 19 December, 1919.

To the Controller of the Stationery Office,
&c., &c.

The firms are:—

| | | |
|---|---|----------------|
| Messrs. S. H. Benson, Limited, | } | all of London. |
| Messrs. The Dorland Agency, Limited, | | |
| Messrs. C. Mitchell and Company, Limited, | | |
| Messrs. Mather and Crowther, Limited. | | |

SCOTLAND.**CONDITIONS OF A CONTRACT**

Entered into by the Controller of His Majesty's Stationery Office for an Agency for Government Advertising in various Newspapers and Periodicals published in the British Isles.

1. This Contract shall commence on the 1st June, 1917, and, subject to the Conditions of the Contract hereafter set out, shall continue for three years, or till the 30th May, 1920. But the Controller of the Stationery Office and the Contractor shall respectively be entitled to terminate this Contract at any period after the 30th April, 1918, on giving three calendar months' written notice, provided always that the Contractor shall be bound, if called upon by the Controller to do so, to complete any advertising the order for which may have been given to him during the currency of the Contract on the terms provided by the Contract. In the event of the Contractor becoming Bankrupt, or having a Receiving Order or other Order under the Bankruptcy Acts made against him, or, in the case of a Company, of the passing of any resolution, or making of any Order for winding up, whether voluntary or otherwise, or in the event of the Contractor failing to comply with any of the conditions hereinbelow specified, the Controller shall have power to terminate the Contract without previous notice.

2. No person who has been a Bankrupt, or who has made a declaration of inability to pay his debts, or entered into a composition or arrangement with his creditors within three years prior to the date of tendering, and no Company registered under the Companies Act which has been in liquidation, whether voluntary or otherwise, within the same period shall be qualified to undertake the Contract or to hold any share or interest therein.

3. The Contractor shall have, to the satisfaction of the Controller, convenient premises in Edinburgh suitable for the execution of this Contract.

4. The Contractor shall accept for insertion, as required, advertisements forwarded to him by the various Departments which may be notified to him by the Controller from time to time, and shall give on request and without charge advice as to the best newspapers, &c., in which to advertise.

5. The Contractor shall take due care as regards the preparation of duplicate copies of the approved advertisement when such advertisement is required to be inserted in more than one paper, and to the best of his ability shall adopt such methods as will ensure that the orders shall be placed with the various publishers under their most favourable scales. The full benefit of any discount or other abatement of charge obtained by the Contractor shall be given to the Controller.

6. In the event of advertisements being forwarded by Departments, for reasons of urgency or convenience, direct to the newspapers, &c., the publishers will be requested to furnish their accounts to the Contractor, who will be required to pay the amount due, subject to any discount or other abatement of charge obtainable by the Contractor, and to include the net amounts of charge in his claims against the Controller.

7. The Contractor shall furnish, as required, to the various Departments concerned, specimen copies of the various newspapers, &c., in which their advertisements have appeared.

8. The Contractor shall furnish to the Controller, as required, the scale rates of any newspaper or periodical in which advertisements under this Contract appear, and shall notify at once to the Controller any changes in such rates which may come to his notice.

9. The Contractor shall render his accounts in such form and vouched in such manner as may from time to time be prescribed by the Controller. Payment shall be made by order on the Paymaster-General so soon as the accounts have been examined and found correct.

10. Partial payments, to the extent of five-sixths of the value of the advertising effected within any month, shall, if demanded, be made to the Contractor by order on the Paymaster-General, within one week of the presentation at the Stationery Office by the Contractor of his accounts for that month, duly vouched to the satisfaction of the Controller, provided such accounts, duly vouched, be delivered within the month following the period to which they relate. The balance shall be paid to the Contractor so soon as the necessary examination shall have been completed. In the event of the amount of any account as rendered by the Contractor proving on examination largely in excess of the amount to which he may be entitled under the Contract for the advertising charged in such account, the Controller shall have power to reduce or withhold future payments on account during the currency of the Contract.

11. The Contractor's accounts shall be accompanied by voucher copies of all the newspapers, &c., in which the advertisements have appeared, and shall be supported by the actual bills (duly receipted) rendered to the Contractor by the various publishers. Such bills shall show the net amounts paid by the Contractor to the publishers, after deduction of any discount or other abatement of charge obtained by the Contractor.

12. The Contractor's books, so far as they relate to the advertising required under the terms of this Contract, shall be produced whenever required for inspection by any officer authorised by the Controller.

13. The Contractor shall in the execution of this Contract observe and fulfil the obligations upon Contractors specified in the Resolution passed by the House of Commons on the 10th March, 1909, namely :—"The Contractor shall pay rates of wages and observe hours of labour not less favourable than those commonly recognised by employers and trade societies (or, in the absence of such recognised wages and hours, those which in practice prevail amongst good employers) in the trade in the district where the work is carried out. Where there are no such wages and hours recognised or prevailing in the district, those recognised or prevailing in the nearest district in which the general industrial circumstances are similar shall be adopted. Further, the conditions of employment generally accepted in the district in the trade concerned shall be taken into account in considering how far the terms of the Fair Wages Clauses are being observed. The Contractor shall be prohibited from transferring or assigning, directly or indirectly, to any person or persons whatever, any portion of his Contract without the written permission of the Department. Sub-letting, other than that which may be customary in the trade concerned, shall be prohibited. The Contractor shall be responsible for the observance of the Fair Wages Clauses by the Sub-Contractor." In the event of any infringement of this condition, the Controller shall have power, at any stage of the work contracted for, to close the Contract without payment to the Contractor.

14. Should any question or questions arise as to the interpretation of this Contract, such question or questions shall be settled by the award of the Controller, subject to the right of appeal, by the Contractor to the Lords Commissioners of His Majesty's Treasury, whose decision in such case shall be final.

15. The Controller does not bind himself to accept the lowest or any Tender.

16. No Member of the House of Commons shall be admitted to any part or share of this Contract, or to any benefit to arise therefrom.

TENDER.

We hereby agree to each and all of the foregoing Conditions, and undertake, should this Tender be accepted, to carry on the business of an Agent for Government Advertising in newspapers and periodicals conformably thereto; and, in respect of our services as Agent, to charge commission at the rates stated below on the net amount of the various bills for insertion:—

If the total net amount of the bills for advertising required in any one year:—

| | | Commission of | per cent. |
|---|---|---------------|-----------|
| Does not exceed £15,000 | - | " | " |
| Exceeds £15,000, but does not exceed £25,000 | - | " | " |
| Exceeds £25,000, but does not exceed £50,000 | - | " | " |
| Exceeds £50,000 - | - | " | " |

(Signed) Robertson and Scott,
 21, Hanover Street, Edinburgh.
 14th April, 1917.

To the Controller of the Stationery Office,
etc., &c.

All voucher newspapers and their postage or carriage from our office to the Stationery Office or other Department, if such place is outside our ordinary delivery, to be paid for by the Government.

IRELAND.

CONDITIONS OF A CONTRACT

Entered into by the Controller of His Majesty's Stationery Office for an Agency for Government Advertising in various Newspapers and Periodicals published in the British Isles.

1. This Contract shall commence on the 1st June, 1917, and, subject to the Conditions of the Contract hereafter set out, shall continue for three years, or till the 30th May, 1920. But the Controller of the Stationery Office and the Contractor shall respectively be entitled to terminate this Contract at any period after the 30th April, 1918, on giving three calendar months' written notice, provided always that the Contractor shall be bound, if called upon by the Controller to do so, to complete any advertising the order for which may have been given to him during the currency of the Contract on the terms provided by the Contract. In the event of the Contractor becoming Bankrupt, or having a Receiving Order or other Order under the Bankruptcy Acts made against him, or, in the case of a Company, of the passing of any resolution, or making of any Order for winding up, whether voluntary or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein-before specified, the Controller shall have power to terminate the Contract without previous notice.

2. No person who has been a Bankrupt, or who has made a declaration of inability to pay his debts, or entered into a composition or arrangement with his creditors within three years prior to the date of tendering, and no Company registered under the Companies Act which has been in liquidation, whether voluntary or otherwise, within the same period shall be qualified to undertake the Contract or to hold any share or interest therein.

3. The Contractor shall have, to the satisfaction of the Controller, convenient premises in Dublin suitable for the execution of this Contract.

4. The Contractor shall accept for insertion, as required, advertisements forwarded to him by the various Departments which may be notified to him by the Controller from time to time, and shall give on request and without charge advice as to the best newspapers, &c., in which to advertise.

5. The Contractor shall take due care as regards the preparation of duplicate copies of the approved advertisement when such advertisement is required to be inserted in more than one paper, and to the best of his ability shall adopt such method as will ensure that the orders shall be placed with the various publishers under the most favourable scales. The full benefit of any discount or other abatement of charge obtained by the Contractor shall be given to the Controller.

6. In the event of advertisements being forwarded by the Departments, for reasons of urgency or convenience, direct to the newspapers, &c., the publishers will be requested to furnish their accounts to the Contractor, who will be required to pay the amount due, subject to any discount or other abatement of charge obtainable by the Contractor, and to include the net amounts of charge in his claims against the Controller.

7. The Contractor shall furnish, as required, to the various Departments concerned specimen copies of the various newspapers, &c., in which their advertisements have appeared.

8. The Contractor shall furnish to the Controller, as required, the scale rates of any newspaper or periodical in which advertisements under this Contract appear, and shall notify at once to the Controller any changes in such rates which may come to his notice.

9. The Contractor shall render his accounts in such form and vouchered in such manner as may from time to time be prescribed by the Controller. Payment shall be made by order on the Paymaster-General so soon as the accounts have been examined and found correct.

10. Partial payments, to the extent of five-sixths of the value of the advertising effected within any month, shall, if demanded, be made to the Contractor by order on the Paymaster-General, within one week of the presentation at the Stationery Office by the Contractor of his accounts for that month, duly vouchered to the satisfaction of the Controller, provided such accounts, duly vouchered, be delivered within the month following the period to which they relate. The balance shall be paid to the Contractor so soon as the necessary examination shall have been completed. In the event of the amount of any account as rendered by the Contractor proving on examination largely in excess of the amount to which he may be entitled under the Contract for the advertising charged in such account, the Controller shall have power to reduce or withhold future payments on account during the currency of the Contract.

11. The Contractor's accounts shall be accompanied by voucher copies of all the newspapers, &c., in which the advertisements have appeared, and shall be supported by the actual bills (duly receipted) rendered to the Contractor by the various publishers. Such bills shall show the net amounts paid by the Contractor to the publishers, after deduction of any discount or other abatement of charge obtained by the Contractor.

12. The Contractor's books, so far as they relate to the advertising required under the terms of this Contract, shall be produced whenever required for inspection by any officer authorised by the Controller.

13. The Contractor shall in the execution of this Contract observe and fulfil the obligations upon Contractors specified in the Resolution passed by the House of Commons on the 10th March, 1909, namely:—"The Contractor shall . . . pay rates of wages and observe hours of labour not less favourable than those commonly recognised by employers and trade societies (or, in the absence of such recognised wages and hours, those which in practice prevail amongst good employers) in the trade in the district where the work is carried out. Where there are no such wages and hours recognised or prevailing in the district, those recognised or prevailing in the nearest district in which the general industrial circumstances are similar shall be adopted. Further, the conditions of employment generally accepted in the district in the trade concerned shall be taken into account in considering how far the terms of the Fair Wages Clauses are being observed. The Contractor shall be prohibited from transferring or assigning, directly or indirectly, to any person or persons whatever, any portion of his Contract without the written permission of the Department. Sub-letting, other than that which may be customary in the trade concerned, shall be prohibited. The Contractor shall be responsible for the observance of the Fair Wages Clauses by the Sub-Contractor." In the event of any infringement of this condition, the Controller shall have power, at any stage of the work contracted for, to close the Contract without payment to the Contractor.

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15. The Controller does not bind himself to accept the lowest or any Tender.

16. No Member of the House of Commons shall be admitted to any part or share of this Contract, or to any benefit to arise therefrom.

TENDER.

I hereby agree to each and all of the foregoing Conditions, and undertake, should this Tender be accepted, to carry on the business of an Agent for Government Advertising in newspapers and periodicals conformably thereto; and, in respect of my services as Agent, to charge commission at the rates stated below on the net amount of the various bills for insertion:—

| | |
|---|-------------------------|
| If the total net amount of the bills for advertising required in any one year:— | |
| Does not exceed £15,000 | Commission of per cent. |
| Exceeds £15,000, but does not exceed | |
| £25,000 | " " |
| Exceeds £25,000, but does not exceed | |
| £50,000 | " " |
| Exceeds £50,000 | " " |

(Signed) For Kenny's Advertising Agency,
 KEVIN I. KENNY, Proprietor,
 65, Middle Abbey Street, Dublin.
 16th April, 1917.

To the Controller of the Stationery Office,
 &c., &c.